

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE: HOOSICK FALLS PFOA CASES

Case No. 1:19-mc-00018-LEK-DJS

EDWARD ANDRICK and LAURIE ANDRICK,

Plaintiffs,

Case No. 1:17-cv-1058-LEK-DJS

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

DIANE BAMRICK, as an individual and in her
capacity as Executrix of the ESTATE OF EDWARD
BAMRICK, deceased,

Plaintiffs,

Case No. 1:19-cv-0225-LEK-DJS

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

BRYAN SCHROM, NICKOLAS SCHROM,
MARGARET SARGOOD, LISA TIFFT, and RUTH
TIFFT,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-1367-LEK-DJS

DONALD BRADLEY,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0240-LEK-DJS

ARNOLD BULLINGER, TRAVIS CONQUEST, and
BRETT FERRARO,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-0954-LEK-DJS

TSUNGANI CLEMONS,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0236-LEK-DJS

ROBERT DECKER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:20-cv-01141-LEK-DJS

JAMES DONAVAN,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-0924-LEK-DJS

MARK DRISCOLL,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0231-LEK-DJS

TIFFANY BACON, ROBERT HOLOVACH, and
TRACY HOLOVACH

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0249-LEK-DJS

BRIDGET FOSTER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0077-LEK-DJS

ARNOLD BULLINGER, individually and as
representative of the ESTATE OF EDWARD
FROMMER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-1063-LEK-DJS

LINDA GARDNER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0246-LEK-DJS

CRYSTAL GATES,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0221-LEK-DJS

MELISSA GORMAN,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0200-LEK-DJS

SUE HICKEY, INDIVIDUALLY AND AS
EXECUTRIX OF THE ESTATE OF JOHN HICKEY,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0094-LEK-DJS

DOUGLAS and DEBRA HOLMSTEDT,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-0933-LEK-DJS

MARY LUCEY,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-1054-LEK-DJS

MARCUS MARTINEZ,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0098-LEK-DJS

DEREK MILLER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0598-LEK-DJS

JOYCE MORIER, JAMES MORIER and KIMBERLY MOORE,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0103-LEK-DJS

TARA MULLER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0106-LEK-DJS

FRANK PERRELLI,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0239-LEK-DJS

JAY POKINES,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0232-LEK-DJS

R.M. BACON, LLC and MICHAEL BACON,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-0441-LEK-DJS

QUINN RASMUS,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0238-LEK-DJS

KATHLEEN REECE,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0219-LEK-DJS

BERNICE ROSENBERG and STANLEY
ROSENBERG,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0100-LEK-DJS

MANDA RUSSELL,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0107-LEK-DJS

LISA SCHNEIDER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0083-LEK-DJS

RYAN SLOWEY,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0216-LEK-DJS

JENNY STONE,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0247-LEK-DJS

ANN SWEENER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-0532-LEK-DJS

IAN WEBBER, in his capacity as the Executor of the
ESTATE OF SEAN WEBBER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0220-LEK-DJS

JUDITH WHITE,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0104-LEK-DJS

BEVERLY and ROGER WHITE,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-0934-LEK-DJS

KENNETH WICKENDEN,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-1056-LEK-DJS

LORI WYMAN,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0215-LEK-DJS

STIPULATION AND ORDER

WHEREAS Defendant Honeywell International Inc. (“Honeywell”) has filed one or more answers and affirmative defenses in each of the above-captioned actions (the “Actions”);

WHEREAS Honeywell pleaded the following affirmative defense in each of the Actions:

Honeywell denies any liability, but in the event Honeywell is found to have any liability to Plaintiff, Honeywell is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint.

and

Honeywell denies any negligence, culpable conduct or liability on its part but, if Honeywell ultimately is found liable for any portion of Plaintiff's alleged damages, Honeywell shall only be liable for its equitable share of Plaintiff's alleged damages.

WHEREAS Honeywell seeks to amend and clarify its affirmative defenses in an efficient and uniform manner;

WHEREAS, the Parties, by and through their undersigned counsel, consent to Honeywell amending its pleadings as provided herein;

NOW THEREFORE, it is hereby STIPULATED AND AGREED that the operative answers of Honeywell in each of the Actions shall be deemed to be amended and to set forth affirmative defenses as follows:

Honeywell denies any negligence, culpable conduct or liability on its part but, if Honeywell ultimately is found liable for any portion of Plaintiff's alleged damages, Honeywell shall only be liable for its equitable share of each Plaintiff's alleged damages, pursuant to Article 16 of the New York Civil Practice Law and Rules and any other applicable laws or rules.

and

Pursuant to Section 15-108 of the New York General Obligations Law and applicable case law, Honeywell denies any liability, but in the event Honeywell is found to have any liability to Plaintiff, Honeywell is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages

and expenses alleged in the Complaint; or (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint as under Article 14 of the New York Civil Practice Law and Rules, whichever is greatest.

In each of the above-listed affirmative defenses, the reference to “Plaintiff” and “Plaintiff’s” shall refer to “Plaintiffs” and “Plaintiffs’” in those Actions that assert claims by multiple Plaintiffs and, in applicable cases, shall be inclusive of decedent estates.

All of the above is **SO ORDERED**.

Dated: December 14, 2023 Albany, New York


Daniel J. Stewart
U.S. Magistrate Judge

Dated: May 18, 2023

Respectfully submitted,

/s/ Stephen G. Schwarz

Stephen G. Schwarz
Hadley E. Lundback
FARACI LANGE, LLP
1882 South Winton Road
Suite 1
Rochester, NY 14618
Tel: (518) 325-5150
sschwarz@faraci.com
hadley@faraci.com

/s/ James L. Bilborrow

James L. Bilborrow
WEITZ & LUXENBERG, P.C.
700 Broadway
New York, NY 10003
Tel: (212) 558-5500
jbilborrow@weitz.com

/s/ David A. Engel

David A. Engel

GILCHRIST TINGLEY P.C.

251 River Street #201

Troy, New York 12180

Tel: (518) 238-3759

dengel@gilchristtingley.com

/s/ Patrick J. Lanciotti

Patrick J. Lanciotti

NAPOLI SHKOLNIK PLLC

360 Lexington Avenue, 11th Floor

New York, New York 10017

Tel: (212) 397-1000

planciotti@napolilaw.com

/s/ Terrence McCartney

Terrence McCartney

Austin T. Osborn

MCCARTNEY STUCKY LLC

350 Theodore Fremd Avenue, Ste. 140

Rye, New York 10580

Tel: (914) 305-5555

tmccartney@mc-stlaw.com

aosborn@mc-stlaw.com

Attorneys for Plaintiffs

/s/ Paul A. LaFata

Sheila L. Birnbaum

Mark S. Cheffo

Douglas E. Fleming, III

Paul A. LaFata

DECHERT LLP

Three Bryant Park

1095 Avenue of the Americas

New York, New York 10036

Tel: (212) 698-3500

sheila.birnbaum@dechert.com

mark.cheffo@dechert.com

douglas.fleming@dechert.com

paul.lafata@dechert.com

Christopher Fenlon
HINCKLEY ALLEN
30 S. Pearl Street, Suite 901
Albany, NY 12207
Tel: (518) 396-3100
cfenlon@hinckleyallen.com

*Attorneys for Defendant Saint-Gobain Performance
Plastics Corporation*

/s/ Jennifer Kwapisz
Elissa Preheim (*pro hac vice*)
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Avenue, NW
Washington, DC 20001
Tel: (202) 942-5503
elissa.preheim@arnoldporter.com

Jennifer Kwapisz
ARNOLD & PORTER KAYE SCHOLER LLP
250 West 55th Street
New York, NY 10019
Tel: (212) 836-8000
jennifer.kwapisz@arnoldporter.com

Attorneys for Defendant Honeywell International Inc.

/s/ Clinton T. Speegle
John M. Johnson
Lana A. Olson
Jeffrey P. Doss
Clinton T. Speegle
Meghan S. Cole
LIGHTFOOT, FRANKLIN & WHITE LLC
The Clark Building
400 20th Street North
Birmingham, AL 35203
Tel: (205) 581-0700
jjohnson@lightfootlaw.com
lolson@lightfootlaw.com
jdoss@lightfootlaw.com
cspeegle@lightfootlaw.com
mcole@lightfootlaw.com

Benjamin W. Hill
CAPEZZA HILL, LLP
30 South Pearl Street, Suite P-110
Albany, NY 12207
Tel: (518) 478-6065
ben@capezzahill.com

*Attorneys for Defendant E.I. Du Pont De
Nemours and Company*

/s/ Andrew J. Calica

Andrew J. Calica
Whitney Suflas
MAYER BROWN LLP
1221 Avenue of the Americas
New York, NY 10020
Tel: (212) 506-2500
acalica@mayerbrown.com
wsuflas@mayerbrown.com

Attorneys for Defendant 3M Company